

REMARKS

Claims 1, 4, 13, 17, 20, 28, 33, 51, 52, 54-59 and 76 have been amended. Claims 12, 27, 37, 58 and 61-72 have been cancelled, and claims 77-80 have been added. Claims 1, 2, 4-11, 13-15, 17, 18, 20-16, 28-31, 33-36, 51, 52, 54-57, 59 and 73-80 are now pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Independent claims 1, 17, 33 and 51 have been amended to include subject matter similar to that recited in cancelled claims 12, 27, 37 and 58, respectfully.

Section 112, Second Paragraph, Rejection:

The Examiner rejected claims 11 and 20 under 35 U.S.C. § 112, second paragraph as indefinite. Applicant respectfully traverses this rejection. The Examiner rejects claims 11 and 20 “as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention” without providing any reasons or details regarding why the Examiner feels claims 11 and 20 are indefinite. Thus, the Examiner has failed to present a *prima facie* rejection. Applicants submit that claims 11 and 20 are not indefinite and that one of ordinary skill in the art could easily interpret the metes and bounds of the claims. Removal of the § 112, second paragraph, rejection is respectfully requested.

Claim 54 has been amended to correct a typographical error regarding the claim dependency.

Provisional Double Patenting Rejection:

The Examiner provisionally rejected claims 1-76 under the judiciary created doctrine of obviousness-type double patenting as being unpatentable over claims 1-68 of co-pending application serial no. 09/672,145. If and/or when this rejection becomes non-

provisional, Applicants will consider filing a terminal disclaimer or present reasons traversing the rejection.

Section 103(a) Rejection:

The Examiner rejected claims 1, 2, 4, 7-11, 17, 18, 20-26, 33, 34, 51, 52, 56 and 57 under 35 U.S.C. § 103(a) as being unpatentable over Brandle et al. (U.S. Patent 5,218,699) (hereinafter “Brandle”) in view of Humpleman et al. (U.S. Patent 6,466,971) (hereinafter “Humpleman”), and claims 12, 27, 28, 37, 58, 61, 65, 66, 70 and 71 under 35 U.S.C. § 103(a) as being unpatentable over Brandle in view of Humpleman and further in view of Price et al. (U.S. Patent 5,649,092) (hereinafter “Price”). Applicants respectfully traverse these rejections for at least the reasons presented below.

As noted above, claim 1 has been amended to recite subject matter similar to cancelled claim 12. Similarly, claims 17, 33 and 51 have been amended to recite subject matter similar to cancelled claims 27, 37 and 58, respectively. Consequently, Applicant’s remarks regarding claims 1, 17, 33 and 51 are directed towards the Examiner’s rejection of claims 1 and 12, 17 and 27, 33 and 37, and 51 and 58.

Regarding claim 1, Brandle in view of Humpleman in further view of Price fails to teach or suggest storing the generated results data to a space service in the distributed computing environment. The Examiner argues that queue 116 of Brandle is a space service. However, Brandle clearly describes queue 116 as a local software queue, not as a service in a distributed computing environment. The Examiner contends that queue 116 “stores generated results data, which provides a queuing service.” However, a simple software queue, such as queue 116 is not a service in a distributed computing environment, as services are understood in the art. No one of ordinary skill in the art would consider queue 116 as a space service in a distributed computing environment.

In further regard to claim 1, the Examiner's proposed combination of Brandle, Humpleman and Price also fails to teach or suggest providing an advertisement for the stored results data to the client, where the advertisement includes information to enable access by the client to the stored results data. The Examiner admits that neither Brandle nor Humpleman teaches providing an advertisement for the stored results data. The Examiner relies on Price, citing column 6, lines 15-21. However, this passage does not describe anything regarding providing an advertisement for stored results data to a client, where the advertisement includes information to enable access by the client to the stored results data. Instead, the cited passage describes Price's storage control 110, which provides "[a]ccess to general purpose RAM Storage 108" (Price, column 5, line 66). Price makes no mention of any advertisement for stored results data or for any other data.

The Examiner's cited passage describes how control storage 110 "contains the control required for interfacing with the Interprocessor Communication Network 106 and reading data from and writing data to the Storage 108." Thus, storage control 110 provides an interface to read and write general purpose RAM storage. Price does not mention anything about storage control 110 having or providing an advertisement for stored results data. Nor does Price describe any sort of advertisement that includes information to enable access by a client to stored results data. Instead, Price describes storage control 110 as a set of control logic that responds to read, write and other commands for accessing general purpose RAM storage 108. Nothing about storage control 110 can be considered providing an advertisement for the stored results data to the client, where the advertisement includes information to enable access by the client to the stored results data.

As admitted by the Examiner, neither Brandle nor Humpleman teach or suggest anything regarding providing an advertisement for the stored results data, and as shown above, the teachings of Price also have nothing to do with this feature as recited in claim 1. Thus, the Examiner's combination of Brandle, Humpleman and Price clearly fails to teach or suggest providing an advertisement for the stored results data to the client, where

the advertisement includes information to enable access by the client to the stored results data.

Furthermore, Brandle in view of Humpleman and Price further fails to teach or suggest the client accessing the stored results data from the space service in accordance with the information in the provided advertisement, as recited in claim

1. The Examiner cites column 7, lines 33-36, 64-66 and column 10, lines 11-13 of Brandle. The Examiner contends that Brandle's application retrieving results from queue 116 is a client accessing stored results data from a space service in accordance with the information provided in the advertisement. As noted above, the Examiner refers to queue 116 in Brandle as a space service. However, Brandle describes queue 116 as a local software queue, not as a service in a distributed computing environment. Thus, an application in Brandle's system accessing data in queue 116 cannot be considered accessing stored results data from a space service. Additionally, Brandle explicitly teaches that the application 100 accesses queue 116 to check for results without any additional information. Brandle's application does not need any additional information or advertisement to access the data stored in queue 116.

The Examiner has also failed to provide a proper motivation to combine the teachings of Price with those of Brandle and Humpleman. The Examiner's stated motivation, namely, that Price's teachings "would improve the flexibility of Brandle and Humpleman's systems by ensuring that the adverse impact on performance which may be caused by the fault tolerance mechanism is minimized" is merely a direct quote from the background section of Price regarding a design criteria of Price's invention. Price states that a goal of his queue design was to ensure that the adverse impact on performance, which may be caused by the fault tolerance mechanism, is minimized' (Price, column 1, lines 51-55). However, since the fault tolerance mechanism to which Price (and the Examiner) refers is a part of Price's system and is not present in either Brandle or Humpleman, minimizing any adverse impact caused by the fault tolerance mechanism is not relevant to either Brandle or Humpleman, whether considered separately or in combination. Thus, only one utilizing the multi-processors of Price would be concerned

with minimizing any adverse impact. Since, the multi-processor system of Price is not relevant to the remote procedure call of Brandle as modified by Humpleman, it would not make sense to modify the combination Brandle and Humpleman to minimize an adverse impact caused by Price's fault tolerance mechanism. Additionally, since Brandle teaches that his application can access results data stored in queue 116 with any additional modification, there is no reason to modify Brandle to use Price's queue access mechanism and storage control logic. Thus, the Examiner has failed to provide a proper motivation to include the teachings of Price with those of Brandle and Humpleman.

Therefore, for at least the reasons above, the rejection of claim 1 is not supported by the cited art and removal thereof is respectfully requested. Similar remarks also apply to claims 33 and 51.

Regarding claim 17, Brandle in view of Humpleman in further view of Price fails to teach or suggest a space service device configured to receive and store results data from service devices in the distributed computing system. The Examiner contends that Brandle's queue 116 is a space service. However, as noted above regarding claim 1, Brandle's queue 116 is merely a software queue and not a space service. Please refer to the remarks above regarding claim 1 for a more details discussion of Brandle's queue 116 and Brandle's failure to teach a space service. Furthermore, Brandle's queue 116 is clearly not a *space service device*. Neither Humpleman nor Price, whether singly or in combination, teach anything about space service devices and thus fail to overcome Brandle's failure to teach or suggest a space service device configured to receive and store results data from service devices in the distributed computing system. Thus, the combination of Brandle, Humpleman and Price clearly fails to teach or suggest a space service device configured to receive and store results data from service devices in the distributed computing system.

Additionally in regard to claim 17, Brandle in view of Humpleman in further view of Price fails to teach or suggest where a service device configured to store results data to the space service device and provide an advertisement for the stored

results data to the client device, where the advertisement includes information to enable access by the client device to the stored results data. Please refer to the remarks above regarding claim 1 for a details discussion regarding how the combination of Brandle, Humpleman and Price do not teach or suggest storing results data to a space service.

For at least the reasons above, the rejection of claim 17 is not supported by the cited art and removal thereof is respectfully requested.

The Examiner also rejected claims 5, 6, 35, 36, 54, 55 and 73-76 under 35 U.S.C. § 103(a) as being unpatentable over Brandle in view of Humpleman, as applied to claim 1 above, and further in view of Anderson, et al. (Professional XML, pages 497-511 and 542-543), claim 15 as being unpatentable over Brandle in view of Humpleman, as applied to claim 1 above, and further in view of Price and Cuomo (U.S. Patent 6,185,614), and claims 31, 64 and 69 as being unpatentable over Brandle in view of Humpleman and Price and further in view of Cuomo. Applicants respectfully traverse these rejections for at least the reasons presented above regarding their respective independent claims.

Applicant also asserts that numerous ones of the dependent claims recite further distinctions over the cited art. However, since the rejections have been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.

Allowable Claims:

Claims 13, 14, 29, 30, 59, 62, 63, 67, 68 and 72 would be allowable if rewritten to overcome the rejections under 35 U.S.C. § 101 and 112, set forth in this Office Action, and to include all of the limitations of the base claim and any intervening claims. As noted above, claims 62, 63, 67, 68 and 72 have been cancelled. Applicants submit that

claims 13, 14, 29, 30, and 59 are allowable in their current form and request notice to that effect.

CONCLUSION

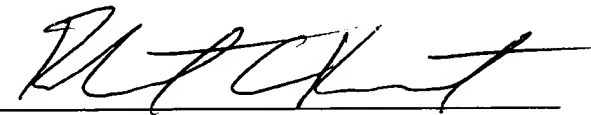
Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above-referenced application from becoming abandoned, Applicants hereby petition for such an extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5181-57500/RCK.

Also enclosed herewith are the following items:

- ☒ Return Receipt Postcard
- ☐ Petition for Extension of Time
- ☐ Notice of Change of Address
- ☐ Other:

Respectfully submitted,



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